

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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MIROGLIO S.p.A., and TRANSFERTEX :
G.m.b.H & Co., :

Plaintiffs, :

-against- :

TRANSPRINT USA, INC., :

Defendant. :
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Case No. 07 CV 6306 (LAK)

**REPLY TO
COUNTERCLAIMS**

Plaintiffs Miroglio S.p.A. and Transfertex G.m.b.H. & Co., (collectively “Plaintiffs”), by and through its attorneys, Thelen Reid Brown Raysman & Steiner LLP, hereby Answers Defendant Transprint USA, Inc.’s Counterclaims, denying each and every allegation, except and only to the extent as it herein expressly admitted and/ or qualified.

FIRST COUNT

1. Plaintiffs deny knowledge or information sufficient to form a belief as to the allegations of paragraph 1 of the Counterclaims.
2. Plaintiffs admit the allegations of paragraph 2 of the Counterclaims.
3. Plaintiffs admit the allegations of paragraph 3 of the Counterclaims.
4. Plaintiffs admit the allegations of paragraph 4 of the Counterclaims.
5. Plaintiffs deny knowledge or information sufficient to form a belief as to the allegations of paragraph 5 of the Counterclaims.
6. Plaintiffs deny knowledge or information sufficient to form a belief as to the allegations of paragraph 6 of the Counterclaims.

7. Plaintiffs deny knowledge or information sufficient to form a belief as to the allegations of paragraph 7 of the Counterclaims.

8. Plaintiffs deny that many Sublistatic licenses remain in force, and Transprint remains ready, willing, and able to perform its responsibilities as agent under those agreements for Sublistatic or any other subsequent licensor. Plaintiffs also deny knowledge or information sufficient to form a belief as to the other allegations of paragraph 8 of the Counterclaims.

9. Plaintiffs admit the allegations of paragraph 9 of the Counterclaims.

10. Plaintiffs deny the allegations of paragraph 10 of the Counterclaims.

11. Plaintiffs deny knowledge or information sufficient to form a belief as to the allegations of paragraph 11 of the Counterclaims.

12. Plaintiffs admit the allegations of paragraph 12 of the Counterclaims.

13. Plaintiffs deny the allegations of paragraph 13 of the Counterclaims.

14. Plaintiffs deny the allegations of paragraph 14 of the Counterclaims.

15. Plaintiffs deny the allegations of paragraph 15 of the Counterclaims.

SECOND COUNT

16. Plaintiffs repeat and reallege each and every admission, denial and denial of sufficient knowledge or information pleaded in response to Paragraphs 1 -16 as set forth fully herein..

17. Plaintiffs admit the allegations of paragraph 17 of the Counterclaims.

18. Plaintiffs admit the allegations of paragraph 18 of the Counterclaims.

19. Plaintiffs deny knowledge or information sufficient to form a belief as to the allegations of paragraph 19 of the Counterclaims.

20. Plaintiffs deny knowledge or information sufficient to form a belief as to the allegations of paragraph 20 of the Counterclaims.

21. Plaintiffs admit the allegations of paragraph 21 of the Counterclaims.

22. Plaintiffs deny the allegations of paragraph 22 of the Counterclaims.

AFFIRMATIVE DEFENSES

1. The Counterclaims fail in whole or in part, to state claims upon which they may be granted.

2. The relief sought by Counterclaim Plaintiff is barred, in whole or in part, by the doctrine of unclean hands.

WHEREFORE, Plaintiffs pray for judgment from this Court in their favor and as against Defendant Transprint, Inc., as demanded in their Complaint filed in this action:

A. A Declaration of rights that Plaintiffs are the sole and exclusive owners of all Sublistatic Designs, including, without limitation, the complete design and fabric sample collection of Sublistatic, with all intellectual and industrial property rights pertaining thereto, including all technical data and elements attached to those rights;

B. A preliminary and permanent injunction enjoining and restraining Defendant Transprint, its officers, directors, managing agents, servants, attorneys and all other persons in active concert or participation with Defendant, from taking any action, directly or indirectly to assert rights over any Sublistatic design or to promote, market or sell any product or service, incorporating or benefiting from any Sublistatic design;

C. Directing Defendant to deliver up for destruction all materials in its possession, custody and control, incorporating any Sublistatic design;

D. Directing an accounting and judgment be rendered against defendant for:

(1) all profits received from the use, distribution or sale of Sublistatic design since April 5, 2007;

(2) Compensatory damages;

E. Costs of suit; and,

F. Such other and further relief as the Court deems just, proper and equitable.

Dated: New York, New York
November 9, 2007

THELEN REID BROWN
RAYSMAN & STEINER LLP

By 

Frederick L. Whitmer
A Member of the Firm

875 Third Avenue
New York, NY 10022
Telephone: (212) 603-2000
Facsimile: (212) 603-2001

Attorneys for Plaintiff's
Miroglio S.p.A. and Transfertex G.m.b.H. & Co.